IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT :

THE HONOURABLE MR. JUSTICE C.N.RAMACHANDRAN NAIR

TUESDAY, THE 27TH FEBRUARY 2007 / 8TH PHALGUNA 1928

WP(C).No. 26620 of 2005(R)

PETITIONER:

T.R.PUSHPANGADAN, AGED 68 YEARS,
SON OF RAMAN, THANDIAKAL HOUSE,
ANTHIKKAD.P.O., THRISSUR DISTRICT.

BY ADV. SRI.M.G.KARTHIKEYAN

RESPONDENTS:

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1. THANNIYAM GRAMA PANCHAYAT,
REP. BY ITS SECRETARY,
OFFICE OF THE THANNIYAM GRAMA PANCHAYAT,
PERINGOTTUKARA.P.O., THRISSUR DISTRICT.

2. THE SECRETARY,
THANNIYAM GRAMA PANCHAYAT,
OFFICE OF THE THANNIYAM GRAMA PANCHAYAT,
PERINGOTTUKARA.P.O., THRISSUR DISTRICT.

BY ADV. SRI.SHEEJO CHACKO
SRI.M.N.MANOJ

THIS WRIT PETITION (CIVIL) HAVING BEEN FINALLY HEARD ON 27/02/2007, THE COURT ON THE SAME DAY DELIVERED THE FOLLOWING:

APPENDIX

PETITIONER'S EXHIBITS:

P1: DRAFT FORM OF THE AGREEMENT EXECUTED BETWEEN PETITIONER AND RESPONDENTS.

P2: LETTER DT.11.9.03 ISSUED BY PETITIONER TO RESPONDENTS.

P3: TRUE PHOTOCOPY OF RESOLUTION NO.408/03 DT.3.11.03 OF R1.

P4: .DO. NO.17/05 DT.15.7.05 OF R1.

P5: LETTER DT.2.8.05 ISSUED BY PETITIONER TO RESPONDENTS.

RESPONDENT'S EXHIBITS:

R1(a): TRUE COPY OF APPEAL MEMORANDUM IN A.S. 282/2002 ON THE FILES OF DISTRICT COURT AT THRISSUR.

R1(b): TRUE EXTRACT OF PARA 34 AND 38 OF THE AUDIT REPORT OBJECTIONS RELATING TO THE YEAR 2000-2001.

R1(c): TRUE COPY OF THE LETTER DT.17.3.2005 ISSUED BY UNDER SECRETARY, GOVERNMENT OF KERALA.

TRUE COPY

P.S. TO JUDGE

C.N.RAMACHANDRAN NAIR, J.

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W.P.(C) No.26620 of 2005

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Dated this the 27th day of February, 2007.

JUDGMENT

Issue pertains to remuneration payable to petitioner by the respondent-Panchayat for engaging him as an Engineer for consultation and supervision of work executed under the Peoples Planning Programme. The petitioner's case is that under Government Orders, he is entitled to remuneration on estimated cost. However, the stand of the Panchayat is that remuneration payable is only for the work actually done. It is stated that excess payments received by the petitioner are sought to be recovered based on audit objection. In any case the terms of appointment of the petitioner are covered by agreement between the petitioner and the Panchayat and one suit is already filed and disposed of in the same matter for earlier period. I do not think there is any scope for this court to settle dispute between the petitioner and the Panchayat arising out of a contract. The petitioner is free to file a suit for remaining period also. The W.P. is therefore closed.

C.N.RAMACHANDRAN NAIR
Judge

pms